508611685 06/20/2024

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: PATI312730

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Nicolas Ratigan Borden	03/16/2020
Thomas Nhan	12/06/2021

RECEIVING PARTY DATA

Company Name:	Tableau Software, LLC
Street Address:	1621 N. 34th Street
City:	Seattle
State/Country:	CALIFORNIA
Postal Code:	98103

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17357785

CORRESPONDENCE DATA

Fax Number: 6508434001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

6508434000 Phone:

Email: kari.aguiar@morganlewis.com

Correspondent Name: Douglas J. Crisman Address Line 1: 1400 Page Mill Road

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	061127-5223-US
NAME OF SUBMITTER:	Kari Aguiar
SIGNATURE:	Kari Aguiar
DATE SIGNED:	06/20/2024

Total Attachments: 16

source=061127-5223-US Nicolas Borden Offer Letter Redacted#page1.tif source=061127-5223-US_Nicolas Borden_Offer_Letter_Redacted#page2.tif source=061127-5223-US Nicolas Borden Offer Letter Redacted#page3.tif source=061127-5223-US_Nicolas Borden_Offer_Letter_Redacted#page4.tif source=061127-5223-US Nicolas Borden Offer Letter Redacted#page5.tif



ASSIGNMENT

of t	Thomas NHAN, citizen of Unithe invention in VISUAL ANA	Ratigan BORDEN, citizen of United States of America, reted States of America, residing in Seattle, Washington; A LYSIS PLATFORM UTILIZING DYNAMIC GRO scribed in an application for a Patent of the United States	SSIGNORS, are the inventors
	which is executed on □ eve	en date herewith	
	which is identified by Morgan,	Lewis & Bockius LLP docket no. <u>061127-5223-US</u>	
	which was filed on June 24, 202		
		rovisional Patent Application No(s).	
	We hereby authorize and reques parenthesis (Application numbe number of said application when	st our attorney, <u>David V. Sanker</u> , of Morgan, Lewis & Borgan known.	ockius LLP, to insert here in illing date and application
Was	WHEREAS, TABLEAU SOF 7 shington 98103, is desirous of oblication:	TWARE, LLC , ASSIGNEE, having a place of business a ptaining our entire right, title and interest in, to and under	at 1621 N. 34th Street, Seattle, the said invention and the said
ASS over und any exte app cour prior und othe app cert	other good and valuable considerations of SIGNORS, have sold, assigned, it, unto the said ASSIGNEE, its set the said invention, and the said substitute applications therefore ensions thereof; the said United lication claims priority; and a lications for patents, utility montries foreign to the United State or the Patent Laws of the Uniteder international agreement or the licable; and all forms of industrials.	t be known that for and in consideration of the sum of O deration, the receipt and sufficiency of which are hereby transferred and set over, and by these presents do hereby successors, legal representatives and assigns, our entire right United States application and all divisions, renewals a e, and all Patents of the United States which may be granted States provisional patent application(s), if any, on all applications for industrial property protection, includels, and designs which may hereafter be filed for said es, together with the right to file such applications and the nited States application and said United States provisional d States, the International Convention for the Protection he domestic laws of the country in which any such apilal property protection, including, without limitation, pate be granted for said invention in any country or countries ssues thereof;	y acknowledged, we, the said y sell, assign, transfer and set ght, title and interest in, to and and continuations thereof, and ed thereon and all reissues and which the said United States ading, without limitation, all I invention in any country or right to claim for the same the all patent application(s), if any, of Industrial Property, or any oplication is filed, as may be ents, utility models, inventors'
torr	Official of any country or coun ns of industrial property protection	rize and request the Commissioner of Patents and Tradem tries foreign to the United States, whose duty it is to issu on on applications as aforesaid, to issue the same to the sa accordance with the terms of this instrument.	e patents or other evidence or
that	AND WE HEREBY covens we have not executed, and will	ant and agree that we have full right to convey the entire not execute, any agreement in conflict herewith.	e interest herein assigned, and
do e	al representatives and assigns, an awful papers, execute all division	r covenant and agree that we will communicate to the sainty facts known to us respecting said invention, and testify onal, continuing, reissue and foreign applications, make a hid ASSIGNEE, its successors, legal representatives and in all countries.	vin any legal proceeding, sign Il rightful oaths, and generally
sign	IN TESTIMONY WHERE natures.	OF, We hereunto set our hands and seals the day and ye	ear set opposite our respective
Date			L.S.
		Nicolas Ratigan BORDEN	
Date	Dec 6, 2021	Thomas Nhan (Dec 6, 2021 14:55 PST)	L.S.

Thomas NHAN



March 16, 2020

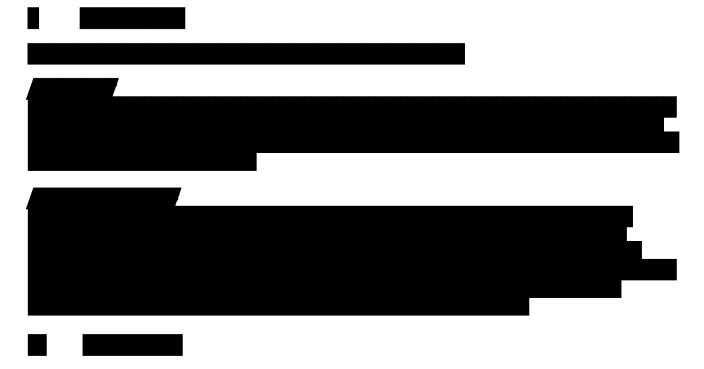
Nicolas Ratigan Borden

Dear Nicolas,

I am pleased to offer you, pursuant to an Agreement and Plan of Merger, by salesforce.com, inc. ("the Company") and Tableau Software, Inc. ("Tableau") and certain other parties thereto (the "Merger Agreement"), the position of Software Engineering SMTS with the Company, effective on April 1, 2020 (the "Effective Date").

This offer of employment is also contingent upon acceptable results from a background investigation and eligibility to work in the United States. For purposes of federal immigration law, you will be required to provide the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your hire date, or your employment may be terminated. If you require work sponsorship, the Company will sponsor you for a work visa to the extent of your eligibility.

The following is a summary of the terms and provisions of this offer of employment:



MB MB









MB





Best Regards,

Brent Hyder

MB



President, Chief People Officer

AGREED TO AND ACCEPTED DocuSigned by:

Mcolas Katigan Borden —AB56CD255F9D4D9...

Nicolas Ratigan Borden

—¤ MB

EMPLOYEE CONFIDENTIALITY AND INVENTIONS ASSIGNMENT AGREEMENT

In consideration of my employment or continued employment by TABLEAU SOFTWARE, INC. ("Company"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. CONFIDENTIALITY.

1.1 Nondisclosure; Recognition of Company's Rights. At all times during my employment and thereafter, I will hold in confidence and will not disclose, use, lecture upon, or publish any of Company's Confidential Information (defined below), except as such use is required in connection with my work for Company, or unless the Chief Executive Officer (the "CEO") of Company expressly authorizes in writing such disclosure or publication. I will obtain the CEO's written approval before publishing or submitting for publication any material (written, oral, or otherwise) that relates to my work at Company and/or incorporates any Confidential Information. I hereby assign to Company any rights I have or acquire in any and all Confidential Information and recognize that all Confidential Information shall be the sole and exclusive property of Company and its assigns.

1.2 Confidential Information. The term "Confidential Information" shall mean any and all confidential knowledge, data or information related to Company's business or its actual or demonstrably anticipated research or development, including without limitation (a) trade secrets, inventions, ideas, processes, computer source and object code, data, formulae, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding products, plans for research and development, marketing and business plans, budgets, financial statements, contracts, prices, suppliers, and customers; (c) information regarding the skills and compensation of Company's employees, contractors, and any other service providers of Company; and (d) the existence of any business discussions, negotiations, or agreements between Company and any third party.

1.3 Third Party Information. I understand, in addition, that Company has received and in the future will receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty on Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in strict confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information, unless expressly authorized by an officer of Company in writing.

1.4 No Improper Use of Information of Prior

Employers and Others. I represent that my employment by Company does not and will not breach any agreement with any former employer, including any noncompete agreement or any agreement to keep in confidence information acquired by me in confidence or trust prior to my employment by Company. I further represent that I have not entered into, and will not enter into, any agreement, either written or oral, in conflict herewith. During my employment by Company, I will not improperly use or disclose any confidential information or trade secrets of any former employer or other third party to whom I have an obligation of confidentiality, and I will not bring onto the premises of Company or use any unpublished documents or any property belonging to any former employer or other third party to whom I have an obligation of confidentiality, unless consented to in writing by that former employer or person. I will use in the performance of my duties only information that is generally known and used by persons with training and experience comparable to my own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by Company.

2. INVENTIONS.

2.1 Inventions and Intellectual Property Rights. As used in this Agreement, the term "Invention" means any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all Intellectual Property Rights therein. The term "Intellectual Property Rights" means all trade secrets, copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country.

2.2 Prior Inventions. I agree that I will not incorporate, or permit to be incorporated, Prior Inventions (defined below) in any Company Inventions (defined below) without Company's prior written consent. In addition, I agree that I will not incorporate into any Company software or otherwise deliver to Company any software code licensed under the GNU GPL or LGPL or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Company. I have disclosed on Exhibit A a complete list of all Inventions that I have, or I have caused to be, alone or jointly with others, conceived, developed, or reduced to practice prior to the commencement of my employment by Company, in which I have an ownership interest or which I have a license to use, and that I wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If no

Prior Inventions are listed in **Exhibit A**, I warrant that there are no Prior Inventions. If, in the course of my employment with Company, I incorporate a Prior Invention into a Company process, machine or other work, I hereby grant Company a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Prior Invention.

- 2.3 Assignment of Company Inventions. Subject to the section titled "Government or Third Party" and except for Inventions that I can prove qualify fully under the provisions of Section 49.44.140 of the Revised Code of Washington (hereinafter "RCW 49.44.140") and I have set forth in Exhibit A, I hereby assign and agree to assign in the future (when any such Inventions or Intellectual Property Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to Company all my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, during the period of my employment by Company. Inventions assigned to Company or to a third party as directed by Company pursuant to the section titled "Government or Third Party" are referred to in this Agreement as "Company Inventions."
- **2.4 Obligation to Keep Company Informed.** During the period of my employment and for one (1) year thereafter, I will promptly and fully disclose to Company in writing (a) all Inventions authored, conceived, or reduced to practice by me, either alone or with others, including any that might be covered under RCW 49.44.140, and (b) all patent applications filed by me or in which I am named as an inventor or co-inventor.
- 2.5 Government or Third Party. I also agree to assign all my right, title, and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by Company.
- Rights and Assistance. During the period of my employment and thereafter, I will assist Company in every proper way to obtain and enforce United States and foreign Intellectual Property Rights relating to Company Inventions in all countries. In the event Company is unable to secure my signature on any document needed in connection with such purposes, I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act on my behalf to execute and file any such documents and to do all other lawfully permitted acts to further such purposes with the same legal force and effect as if executed by me.

- 3. RECORDS. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by Company) of all Inventions made by me during the period of my employment by Company, which records shall be available to, and remain the sole property of, Company at all times.
- 4. ADDITIONAL ACTIVITIES. I agree that (a) during the term of my employment by Company, I will not, without Company's express written consent, engage in any employment or business activity that is competitive with, or would otherwise conflict with my employment by, Company, and (b) for the period of my employment by Company and for one (l) year thereafter, I will not, either directly or indirectly, solicit or attempt to solicit any employee, independent contractor, or consultant of Company to terminate his, her or its relationship with Company in order to become an employee, consultant, or independent contractor to or for any other person orentity.
- RETURN OF COMPANY PROPERTY. Upon termination of my employment or upon Company's request at any other time, I will deliver to Company all of Company's property, equipment, and documents, together with all copies thereof, and any other material containing or disclosing any Inventions, Third Party Information or Confidential Information of Company and certify in writing that I have fully complied with the foregoing obligation. I agree that I will not copy, delete, or alter any information contained upon my Company computer before I return it to Company. I further agree that any property situated on Company's premises and owned by Company is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with Company in attending an exit interview and completing and signing Company's terminationstatement.
- 6. NOTIFICATION OF NEW EMPLOYER. In the event that I leave the employ of Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement, by Company's providing a copy of this Agreement or otherwise.

7. GENERAL PROVISIONS.

- 7.1 Governing Law and Venue. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Washington, without giving effect to any conflicts of laws principles that require the application of the law of a different state. I hereby expressly consent to the personal jurisdiction and venue in the state and federal courts for the county in which Company's principal place of business is located for any lawsuit filed there against me by Company arising from or related to this Agreement.
- **7.2 Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will

be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

- 7.3 Survival. This Agreement shall survive the termination of my employment and the assignment of this Agreement by Company to any successor-in-interest or other assignee and be binding upon my heirs and legal representatives.
- 7.4 Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by Company, nor shall it interfere in any way with my right or Company's right to terminate my employment at any time, with or without cause and with or without advance notice.
- **7.5 Notices**. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.
- 7.6 Injunctive Relief. I acknowledge that, because my services are personal and unique and because I will have access to the Confidential Information of Company, any breach of this Agreement by me would cause irreparable injury to Company for which monetary damages would not be an adequate remedy and, therefore, will entitle Company to injunctive relief (including specific performance). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.
- 7.7 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 7.8 Export. I agree not to export, directly or indirectly, any U.S. technical data acquired from Company or any products utilizing such data, to countries outside the United States, because such export could be in violation of the United States export laws or regulations.
- 7.9 Entire Agreement. The obligations pursuant to sections of this Agreement titled "Confidentiality" and "Inventions" shall apply to any time during which I was previously employed, or am in the future employed, by Company as an independent contractor if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior communications between us with respect to such matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by me and the CEO of Company. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

This Agreement shall be effective as of the first day of my employment with Company.

EMPLOYEE:

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS ACCEPTED AND AGREED: AGREEMENT AND HAVE BEEN GIVEN THE OPPORTUNITY TO DISCUSS IT WITH INDEPENDENT LEGAL COUNSEL.

COMPANY: TABLEAU SOFTWARE

EXHIBIT A

INVENTIONS

1.	Prior Inventions Disclosure. The following is a complete list of all Prior Inventions:
0	None (must select one of these two boxes, if second box must fill in details)
•	See immediately below:

2. Limited Exclusion Notification.

THIS IS TO NOTIFY you in accordance with Section 49.44.140 of the Revised Code of Washington that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any Invention that you develop entirely on your own time without using Company's equipment, supplies, facilities or trade secret information, except for those Inventions that either:

- **a.** Relates directly to the Company's business, or actual or demonstrably anticipated research or development; or
 - **b.** Result from any work performed by you for Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an Invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or Invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or Invention to be in the United States.





I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND

CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE

CORPORATION UNDER THE NAME OF "TABLEAU SOFTWARE, INC." TO A

DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM

"TABLEAU SOFTWARE, INC." TO "TABLEAU SOFTWARE, LLC", FILED IN THIS

OFFICE ON THE THIRTIETH DAY OF JANUARY, A.D. 2020, AT 9:18 O'CLOCK

A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE

AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF

JANUARY, A.D. 2020.

CHARYS OF ASSOCIATION OF ASSOCIATION

3830687 8100V SR# 20200663648 Authentication: 202288859 Date: 01-30-20

You may verify this certificate online at corp.delaware.gov/authver.shtml $\,$

State of Delaware Secretary of State Division of Corporations Delivered 09:18 AM 01/30/2020 FILED 09:18 AM 01/30/2020 SR 20200663648 - File Number 3830687

CERTIFICATE OF CONVERSION CONVERTING

TABLEAU SOFTWARE, INC.

(a Delaware corporation)

TO

TABLEAU SOFTWARE, LLC

(a Delaware limited liability company)

This Certificate of Conversion is being filed for the purpose of converting Tableau Software, Inc., a Delaware corporation (the "Converting Corporation"), to a Delaware limited liability company to be named Tableau Software, LLC (the "Company") pursuant to Section 18-214 of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq. (the "Delaware LLC Act"), and Section 266 of the Delaware General Corporation Law, 8 Del. C. §§ 101 et seq. (the "DGCL").

The undersigned does hereby certify as follows:

- 1. Name and Type of Entity of Converting Corporation. Immediately prior to the filing of this Certificate of Conversion, the Converting Corporation was a Delaware corporation and its name was "Tableau Software, Inc."
- 2. <u>Date and Jurisdiction of Organization of Converting Corporation</u>. The Converting Corporation was first incorporated in the State of Delaware on July 19, 2004 under the name "Tableau Software, Inc."
- 3. <u>Name of Converted Limited Liability Company</u>. The name of the Delaware limited liability company to which the Converting Corporation is being converted and the name set forth in the Certificate of Formation of the Company being filed in accordance with Section 18-214(b) of the Delaware LLC Act is "Tableau Software, LLC."
- 4. <u>Approval of Conversion</u>. The conversion of the Converting Corporation to the Company has been approved in accordance with the provisions of Sections 228 and 266 of the DGCL and Section 18-214 of the Delaware LLC Act.
- 5. <u>Effective Time</u>. This Certificate of Conversion (and the conversion referenced herein) shall be effective on January 31, 2020.

[Signature page follows]

IN WITNESS WHEREOF, the Converting Corporation has caused this Certificate of Conversion to be executed by its duly authorized officer on the date set forth below.

TABLEAU SOFTWARE, INC.

By: kunan Condur

Name: Keenan Conder

Title: Executive Vice President, General Counsel and

Corporate Secretary

January 29, 2020

13362794.2



I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "TABLEAU SOFTWARE, LLC" FILED IN THIS OFFICE ON THE THIRTIETH DAY OF JANUARY, A.D. 2020, AT 9:18 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF JANUARY, A.D. 2020.

3830687 8100V SR# 20200663648 Authentication: 202288859

Date: 01-30-20

State of Delaware Secretary of State Division of Corporations Delivered 09:18 AM 01/30/2020 FILED 09:18 AM 01/30/2020 SR 20200663648 - File Number 3830687

CERTIFICATE OF FORMATION

OF

TABLEAU SOFTWARE, LLC

This Certificate of Formation is being filed pursuant to Section 18-214(b) of the Delaware Limited Liability Company Act, 6 *Del. C.* §§ 18-101 *et seq.*, in connection with the conversion of Tableau Software, Inc., a Delaware corporation, to a Delaware limited liability company.

The undersigned, as an authorized person, does hereby certify as follows:

- 1. Name. The name of the limited liability company is Tableau Software, LLC (the "Company").
- 2. <u>Registered Office and Registered Agent</u>. The Company's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of the registered agent of the Company at such address is The Corporation Trust Company.
- 3. **Effective Time**. This Certificate of Formation shall be effective on January 31, 2020.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation on the date set forth below.

By: kunan (onder

Name: Keenan Conder

Authorized Person

January 29, 2020

13361786.2

RECORDED: 06/20/2024